



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



June 19, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE SHERIFF TO ACCEPT A GRANT AWARD FROM THE
GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE HIGH
TECHNOLOGY THEFT APPREHENSION AND PROSECUTION PROGRAM
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Sheriff, on behalf of the Southern California High Tech Task Force (SCHTTF), to accept a High Technology Theft Apprehension and Prosecution Program grant award from the Governor's Office of Emergency Services (OES), for Fiscal Year (FY) 2007-08, in the total amount of \$1,947,661.
2. Authorize the Sheriff, or his designee, on behalf of the County of Los Angeles, to serve as project director of the program, to sign and execute said grant award, and to perform all further tasks necessary for completion of the project, including execution of amendments, modifications, extensions, contracts, and other award documents.
3. Instruct the Chair of the Board to provide a wet signature on the Certification of Assurance of Compliance Form (Attachment I).

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

On March 27, 2007, the Governor's OES notified the five California High Tech Task Forces of their allocations for FY 2007-08, each in the amount of \$1,947,661, with a required match of \$486,915, for a total program cost of \$2,434,576. This letter requests authorization, by way of a signed Certification of Assurance of Compliance, as

A Tradition of Service

required by the OES, to apply for the earmarked allocation of grant funds for the SCHTTF Program for the period of July 1, 2007, through June 30, 2008.

The SCHTTF selected the Los Angeles County Sheriff's Department (Department) to be the lead agency for receipt of the OES grant award for the High Technology Theft Apprehension and Prosecution Program (HTTAP).

Senate Bill 438 and Penal Code Section 13848 established a program of financial and technical assistance in the OES, which has been designated to the HTTAP. The OES awarded a HTTAP grant to Los Angeles, Orange, and Ventura Counties, which make up the SCHTTF. The grant is awarded yearly to the Department, who was designated by your Board as the project director.

There are currently 15 law enforcement agencies in the SCHTTF servicing Los Angeles, Orange, and Ventura Counties. There are six police departments, three sheriff's departments, two district attorney's offices, two federal agencies, and two state agencies. These agencies, bound by the Memorandum of Understanding, collaborate efforts to investigate, apprehend, and prosecute perpetrators of high technology crimes. There is also a Local Steering Committee comprised of members of high technology private industries, law enforcement, and academia.

The Department provides in-kind match and manages the grant funds for the SCHTTF and participating agencies. All participating agencies will contribute at least one task force member to assist in SCHTTF investigations.

Implementation of Strategic Plan Goals

The program conforms to the Los Angeles County Strategic Plan Goal 1, Service Excellence, by providing committed employees to support the SCHTTF in the community. The task force will continue to reduce the number of high tech crimes and improve the quality of life for citizens in Los Angeles, Orange, and Ventura Counties. The program also supports Strategic Plan Goal 5, Children and Families' Well-being.

FISCAL IMPACT/FINANCING

This continuing grant award is for the 12-month period, commencing July 1, 2007, and ending June 30, 2008. The grant award includes salary funding of \$670,650 to the Department and \$209,772 to the Los Angeles District Attorney's Office (LADA), for administration, investigation, operations, and prosecution for the SCHTTF.

Approximately 87 percent of LADA program cost will be offset by the grant funding. The remaining 13 percent will be absorbed by LADA. A 25 percent in-kind match of \$486,915 is required to receive grant funding. The Department is contributing to this match by donating portions of a lieutenant, a sergeant, and four detective positions. Total grant funding include operating costs and training (\$625,979), and equipment (\$86,000).

Funding for the Department's and District Attorney's budgets for FY 2007-08 has been included in each department's FY 2007-08 Budget. Agencies outside the County receiving salary funding are Ventura County Sheriff's (\$53,508) and Ventura County District Attorney (\$301,752).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Due to the passage of Senate Bill 438, law enforcement and prosecution agencies from Los Angeles, Orange, and Ventura Counties are involved with local and state law enforcement agencies in the HTTAP. This program has become a statewide effort to address the growing rate of high technology crime that is either undetected, unenforced, or unreported to law enforcement. According to the Federal Bureau of Investigation's 2005 Computer Crime Survey, high technology crimes in the United States costs businesses \$67 billion each year. The participating agencies of Los Angeles, Orange, and Ventura Counties are one of the State's regional task forces under this program. Other regional task forces are currently operational in the Sacramento, Napa, Santa Clara, and San Diego Counties.

This Board letter has been reviewed and approved by County Counsel and other affected County departments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

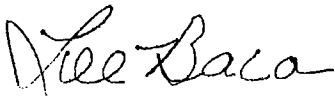
This program, continuing into its ninth year, has created workload increases for the County Justice Departments, including the District Attorney, Public Defender, and the Alternate Public Defender, as suspects are investigated and subsequently charged with their crimes. However, the benefit to public safety of the County far outweighs the additional impact to the County Justice Departments.

The Honorable Board of Supervisors
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CONCLUSION

Upon your Board's approval, the Department requests that your Board provide four (4) individually certified copies of this action and two (2) signed Certifications to the Department. The Department's contact for the requested Board action is Marcelle Murr, Grant Analyst, at (323) 526-5212.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA
SHERIFF

CERTIFICATION OF ASSURANCE OF COMPLIANCE

I, **LEROY D. BACA**

hereby certify that

(official authorized to sign grant award; same person as Section 12 on Grant Award Face Sheet)

RECIPIENT: **County of Los Angeles**IMPLEMENTING AGENCY: **Los Angeles County Sheriff's Department**PROJECT TITLE: **Southern California High Tech Task Force**

is responsible for reviewing the *Grant Recipient Handbook* and adhering to all of the Grant Award Agreement requirements (state and/or federal) as directed by OES including, but not limited to, the following areas:

I. Equal Employment Opportunity – (2006 Recipient Handbook Section 2151)

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: **Darrell Bolin**Title: **Lieutenant**Address: **4700 Ramona Boulevard, Monterey Park, CA 91754**Phone: **(323) 526-5671**Email: **dbbolin@lasd.org****II. Drug-Free Workplace Act of 1990 – (2006 Recipient Handbook, Section 2152)**

The State of California requires that every person or organization awarded a grant or contract shall certify it will provide a drug-free workplace.

III. California Environmental Quality Act (CEQA) – (2006 Recipient Handbook, Section 2153)

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

IV. Lobbying – (2006 Recipient Handbook Section 2154)

OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

V. Debarment and Suspension – (2006 Recipient Handbook Section 2155)

(This applies to federally funded grants only.)

OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VI. Proof of Authority from City Council/Governing Board

The above-named organization (applicant) accepts responsibility for and will comply with the requirement to obtain written authorization from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

All appropriate documentation must be maintained on file by the project and available for OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Recipient may be ineligible for award of any future grants if the OES determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Award Agreement [Section 12 on Grant Award Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: _____

Leroy D. Baca

Authorized Official's Typed Name: LEROY D. BACA

Authorized Official's Title: SHERIFF

Date Executed: _____

5-1-07

Federal ID Number: 95-6000927

Executed in the City/County of: LOS ANGELES

AUTHORIZED BY: (Not Applicable to State Agencies)

- City/County Financial Officer or
- City Manager or
- Governing Board Chair



Signature: _____

Zev Yaroslavsky

Typed Name: ZEV YAROSLAVSKY

Title: CHAIR, LOS ANGELES COUNTY BOARD OF SUPERVISORS

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR, County Counsel

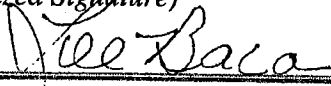
BY _____

[Signature]
Deputy

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Los Angeles County Sheriff's Department		<i>Federal ID Number</i> 95-6000927
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Leroy D. Baca, Sheriff		
<i>Date Executed</i> 06/06/07	<i>Executed in the County of</i> Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

SUBCONTRACTOR/CONSULTANT LIST

THIS FORM MUST BE COMPLETED AND RETURNED TO THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, OFFICE OF BUSINESS SERVICES, P.O. BOX 942883, SACRAMENTO, CA 94283-0001.

☐ I will NOT use any subcontractors or consultants in the performance of this Agreement.

The following information **MUST** be provided for **ALL** subcontractors or consultants used by the contractor to perform any labor or render any services under this Agreement. In addition, if known, please indicate whether the subcontractor/consultant is a Small or Micro business or Disabled Veteran Business Enterprise (DVBE) by placing an "X" in the appropriate column and include their Department of General Services (DGS) Reference Number. If a subcontractor(s)/consultant(s) will be used, but no selection has been made, identify the service and estimate the dollar amount of services. If additional space is needed, supplementary sheets in the format below may be attached to this list.

SUBCONTRACTOR OR CONSULTANT NAME, ADDRESS AND PHONE NUMBER	SERVICES TO BE PERFORMED	DOLLAR AMOUNT OF SERVICES	CHECK IF A				DGS REFERENCE NUMBER
			SMALL BUSINESS	MICRO BUSINESS	DVBE	N/A	
NAME: STREET ADDRESS: CITY, STATE, ZIP: PHONE NUMBER:	Strategic Planning Consulting Services	\$93,750					
NAME: STREET ADDRESS: CITY, STATE, ZIP: PHONE NUMBER:							
NAME: STREET ADDRESS: CITY, STATE, ZIP: PHONE NUMBER:							
NAME: STREET ADDRESS: CITY, STATE, ZIP: PHONE NUMBER:							
NAME: STREET ADDRESS: CITY, STATE, ZIP: PHONE NUMBER:							

(OBS 4002 SUBCONTRACTOR-CONSULTANT LIST)

DISTRIBUTION: ☐ OBS File ☐ Institution Procurement ☐ Program:

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000

Department: Los Angeles County Sheriff's Department

Grant Project Title and Description:

Southern California High Tech Task Force (SCHTTF)

The SCHTTF will provide the highest quality of law enforcement investigative and support services in the high technology criminal field. The SCHTTF supports local law enforcement agencies with training, equipment, and expertise in the investigation and prosecution of high tech crimes.

Funding Agency
California Governor's Office of
Emergency Services (OES)

Program (Fed. Grant # /State Bill or Code #)

HT07080190

Grant Acceptance Deadline
August 2007

Total Amount of Grant Funding: \$1,947,661

County Match Requirments: \$468,915

Grant Period: 7/1/07 - 6/30/08

Begin Date: 7/1/07

End Date: 6/30/08

Number of Personnel Hired Under This Grant:

Full Time 7

Part Time	.0
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Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes X No

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires? Yes _____ No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes _____ No _____

b). Identify other revenue sources Yes _____ No _____

(Describe) _____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No

Impact of additional personnel on existing space: No impact. This is the eighth year for the program.

Other requirements not mentioned above: None.

Department Head Signature

Vile Baka

Date _____

06/06/07